

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered between HERITAGE PUBLISHING COMPANY (hereinafter "HPC") and ERIC CLARK in his official capacity as MISSISSIPPI SECRETARY OF STATE (hereinafter "SOS").

PARTIES

1. HPC is located at 2402 Wildwood Avenue, Suite 500, Sherwood, Arkansas 72120, and at all times herein conducted business in the State of Mississippi by acting as a professional fund-raiser on behalf of American Legion Department of Mississippi, Inc. (hereinafter "ALM") and Veterans of Foreign Wars of the United States, Department of Mississippi (hereinafter "VFW").
2. Eric Clark is the duly elected Secretary of State for the State of Mississippi.

JURISDICTION

3. The parties herein acknowledge and confess the jurisdiction of the Secretary of State as to the parties and the subject matter of this Memorandum of Understanding.

RECITALS

4. The SOS received complaints regarding the telephone solicitation activities of HPC calling on behalf of ALM and VFW.
5. After further inquiry, the SOS determined that HPC had violated provisions of the Mississippi Charitable Solicitations Act.


TERMS OF AGREEMENT

Now, therefore, in consideration of the foregoing and mutual promises and covenants contained herein, the parties agree as follows:

6. HPC agrees to pay SOS in the amount of Eleven Thousand Dollars (\$11,000.00) for costs of investigation and agrees to remit payment to the "Mississippi Secretary of State" upon execution of this Memorandum of Understanding.
7. This Memorandum of Understanding resolves any and all of the allegations of the SOS known to the SOS up until the date of the execution of this agreement. HPC neither admits, nor denies the allegations of the SOS. This matter was resolved between the parties without any actual proceedings or findings being made.


The parties herein acknowledge that they have read all the terms of this Memorandum of Understanding, that it is complete, and they agree to comply with all of the terms herein. The parties further agree that any change, modification or alteration of this document may only be done in writing agreed to by all parties.

ERIC CLARK, IN HIS OFFICIAL CAPACITY AS SECRETARY OF STATE

By: 
JAMES O. NELSON, II
Assistant Secretary of State

Date: 6/27/05

HERITAGE PUBLISHING COMPANY

By: 
SIGNATURE
John C. Braune
PRINT NAME

Date: 6/21/05

Title: President